

STATE PROCUREMENT OFFICE

HONOLULU, HAWAII

Legal Ad Date: May 1, 1997

INVITATION FOR BIDS

NO. IFB-97-195-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

NOTEBOOK COMPUTERS

FOR PUBLIC HEALTH NURSING, DEPARTMENT OF HEALTH

will be received up to and opened at 2:00 p.m.

on

May 20, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Marc Yamamoto at (808) 586-0569, facsimile (808) 586-0570

ROBERT J. GOVERNS, CPPB
Procurement Officer

06/03/96

NOTEBOOK COMPUTERS
FOR DEPARTMENT OF HEALTH, PHN
IFB-97-195-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted to furnish and deliver notebook computers as specified herein:

MAKE _____

MODEL NAME AND NO. _____

PROCESSOR: _____

CLOCK SPEED: _____

RAM: _____

DISPLAY TYPE & SIZE: _____

AVAILABLE DRIVES: _____

(a) HARD DRIVE: _____

(b) 3 1/2" FLOPPY: _____

LIST PORTS AVAILABLE: _____

INSTALLED SOFTWARE: _____

UNIT PRICE OF NOTEBOOK COMPUTERS
AS SPECIFIED \$ _____/UNIT x 10 UNITS = TOTAL BID \$ _____

Service & Repair Facility:

Name _____

Address _____

Telephone No. _____

Contact _____

Offeror: _____

GENERAL SPECIFICATIONS

In addition to the Detailed Specifications listed herein, the following requirements shall form a part of these specification:

- a) All notebooks offered shall include any other standard features not listed herein but detailed in the manufacturer's brochures & deemed necessary for the daily operation of the notebook.
- b) Manufacturer's warranty and warranty documents.
- c) Offeror to provide copies of the owner's manual with each notebook.
- d) Equipment shall be completely assembled, serviced and in full operational condition upon delivery.

DETAILED SPECIFICATIONS

- 1. Processor: Intel Pentium 120 or better
- 2. Clock Speed: 120 MHz or faster
- 3. Random Access Memory: 16 megabytes
- 4. Display: 11" min, Dual-scan passive matrix color
- 5. Drives: 1.44Mb -- 3 1/2" Floppy
800 Mb hard drive(min)
- 6. Ports: Serial, UART 16550
Enhanced Parallel Port
External Keyboard
PS/2 Mouse Port
Video, 15-pin
- 7. Video: Local Bus Video with 1 Mb RAM
Int Display: 800 X 600, 256 colors
Ext Display: VESA, SVGA
- 8. PCMCIA: (2) Type II or (1) Type III
- 9. Physical Dimensions: About 9.0" X 12.0" X 2.1"
- 10. Weight: 7 lbs (Maximum with battery)
- 11. Battery & AC Adapter: NiMH or Lithium
- 12. Installed Software: Windows 95
- 13. ONE YEAR WARRANTY PARTS AND LABOR.

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of Notebook Computers, specified shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For the purpose of this contract, Ms. Gerry Torres, DOH, PHN, or her duly appointed representative, telephone (808) 586-4619, is designated Officer-in-Charge.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, bidder shall have an established place of business on the island of Oahu with reasonable inventory of replacement parts and shop facility for repairing and servicing the Notebook Computers offered.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

FEDERAL FUNDS

This contract is funded by the federal government. It is covenanted and agree by and between the parties hereto that, as to the portion of the obligation under this contract to be payable out of Federal funds, this contract shall be construed to be an agreement to pay such portion to the Contractor only out of Federal funds to be received from the federal government when the Federal funds are so received and shall not be construed as a general agreement to pay such portion at all events out of any funds other than those which are received from the federal government.

BID PREPARATION

Offeror Form , Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

BID PREPARATION (continued)

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Bid price quoted shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include the costs for installation of software and peripherals, and instructional training in use if requested for the Notebook Computers.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Make, Model and Other Information. Bidder must identify on the offer the exact brand or manufacturer name and model number, order number or other identifier of Notebook Computer offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

If additional space is needed to provide complete product identification, bidder may attach a separate sheet to the bid for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified will result in rejection of bid.

BID PREPARATION (continued)

Brochures and Specifications Literature. Unless previously submitted to the State Procurement Office, bidder shall submit with the bid current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within five working days from date of State's request, any further information required to determine acceptability of product offered.

Offer Guaranty. Bid security deposit is not required for this bid.

QUANTITY

Although the quantity specified is firm, the State reserves the right to increase or decrease, subject to the availability of funds at the time award is made.

METHOD OF AWARD

Award, if any, shall be made to the responsible and responsive bidder submitting the lowest Total Bid Price.

CONTRACT EXECUTION

For contract award totaling \$10,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF EQUIPMENT

The Notebook Computers furnished under these provisions shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render them unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

The Notebook Computer Equipment offered shall include any other standard features not listed herein but detailed in manufacturer's brochures or specifications literature and deemed necessary for the proper and safe operation of equipment.

The State may, at any time and by written order, stop delivery of any computer not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

DELIVERY

Notebook Computers furnished under these specifications shall be delivered to the following destination:

Department of Health
Public Health Nursing Branch
1250 Punchbowl Street, Rm. 210
Honolulu, Hawaii 96813

Contact
Ms. Gerry Torres
586-4619

Deliveries shall be made within 60 calendar days from the date the Notice to Proceed is issued.

Prior to delivery, Contractor must contact the State representative listed to coordinate delivery arrangements.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the time allowed by the contract. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

Department of Health
Public Health Nursing Branch
1250 Punchbowl Street, Rm. 210
Honolulu, HI 96813

Attn: Gerry Torres
Telephone: 586-4619

Invoice should reference both the contract number and the Invitation For Bid number.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

WARRANTY

The Notebook Computer Equipment furnished shall be fully guaranteed by the Offeror against defects resulting from the use of defective or inferior materials or from negligent workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is accepted and placed in service. Warranty documents shall be delivered with equipment and shall detail manufacturer's obligation and warranty procedures. Offeror shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, HAR.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

